

## NOTICE

The following is a brief summary of significant changes in the Condominium Act which became effective on July 1, 2003:

### **Section 55-79.41**

- The following was **added**:  
*"Electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process. Any term used in this definition that is defined in § 59.1-480 of the Uniform Electronic Transactions Act shall have the meaning set forth in such section.*

### **Section 55-79.75 (A)**

- The following was **added**: *or his agent*  
NOTE: the above phrase was added to the first paragraph of (A) in four (4) separate locations.
- The following was **added**:  
*In lieu of delivering notice as specified in the preceding paragraph of this subsection, such officer or his agent may, to the extent the condominium instruments or rules adopted thereto expressly so provide, send notice by electronic transmission consented to by the unit owner to whom the notice is given, provided the officer or his agent certifies in writing that notice was sent.*

### **Section 55-79.75 (B)**

- The following was **added**: *, including any subcommittee or other committee thereof,*
- The following was **added**: *The unit owners' association may, to the extent the condominium instruments or rules adopted thereto expressly so provide, send notice by electronic transmission consented to by the officer to whom the notice is given.*
- The following was **added**: *of the meetings of the executive organ*
- The following was **added**: *or of any subcommittee or other committee thereof, and of each meeting of a subcommittee or other committee of the unit owners' association,*
- The following was **deleted**: *unit owners' association's*  
**and replaced** with the following: *(i)*
- The following was **added**: *or any subcommittee or other committee thereof or (ii) subcommittee or other committee of the unit owners' association*
- The following was **deleted**: *unit owners' association's*  
**and replaced** with the following: *the*
- The following was **added**: *or subcommittee or other committee thereof*
- The following was **deleted**: *make an audio recording of*  
**and replaced** with the following: *record*
- The following was **added**: *or subcommittee or other committee thereof*
- The following was **added**: *of the executive organ*

### **Section 55-79.75 (C)**

- The following was **added**: *or any subcommittee or other committee thereof*
- The following was **added**: *or subcommittee or other committee thereof,*

#### **Section 55-79.75:1**

- The following was **added**:  
*B. Except as otherwise provided in the condominium instruments, the executive organ shall not require prior approval of the dissemination or content of any material regarding any matter concerning the unit owners' association.*

#### **Section 55-79.76 (a)**

- The following was **deleted**: *twenty-five*  
**and replaced** with the following: *10*

#### **Section 55-79.77 (D)**

- The following was **added**: *Except to the extent otherwise provided in the condominium instruments,*
- The following was **deleted**: *, or if the signatures of any of those executing the same have not been witnessed by a person who shall sign his full name and address*
- The following was **added**:  
*To the extent the condominium instruments or rules adopted thereto expressly so provide, a vote or proxy may be submitted by electronic transmission, provided that any such electronic transmission shall either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the unit owner or the unit owner's proxy.*

#### **Section 55-79.81**

- The following was **added**:  
*C. Except to the extent otherwise provided in the condominium instruments, any insurance deductible under the master casualty policy shall be paid by the unit owners' association as a common expense if the cause of the damage to or destruction of any portion of the condominium originated in or through the common elements or an apparatus located within the common elements. However, a unit owner shall pay such deductible if the cause of any damage to or destruction of any portion of the condominium originated in or through a unit or any component thereof without regard to whether the unit owner was negligent.*

#### **Section 55-79.83**

- The following was **added**:  
*E. Except to the extent otherwise provided in the condominium instruments, if the executive organ determines that the assessments levied by the unit owners' association are insufficient to cover the common expenses of the unit owners' association, the executive organ shall have the authority to levy an additional assessment against all of the units in proportion to their respective undivided interests in the common elements. The executive organ shall give written notice of any additional assessment to the unit owners stating the amount, reasons therefor, and the due date for payment of such assessment. If the additional assessment is*

*to be paid in a lump sum, payment shall be due and payable no earlier than 90 days after delivery or mailing of the notice.*

*All unit owners shall be obligated to pay the additional assessment unless the unit owners by a majority of votes cast, in person or by proxy, at a meeting of the unit owners' association convened in accordance with the provisions of the condominium instruments within 60 days of the delivery or mailing of the notice required by this subsection, rescind or reduce the additional assessment. No director or officer of the unit owners' association shall be liable for failure to perform his fiduciary duty if an additional assessment for the funds necessary for the director or officer to perform his fiduciary duty is rescinded by the unit owners association in accordance with this subsection. The unit owners' association shall indemnify such director or officer against any damage resulting from any claimed breach of fiduciary duty arising therefrom.*

- The following was **deleted**: E.  
**and replaced** with the following: F.
- The following was **deleted**: F.  
**and replaced** with the following: G.